

# **AGREEMENT**

BETWEEN

**TOWNSHIP OF LOPATCONG**  
**Warren County, New Jersey**

AND

**NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION**  
**TOWNSHIP OF LOPATCONG, LOCAL NO.56**

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January 01, 2005 through December 31, 2007

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**Table of Contents**

<u>Article</u>		<u>Page</u>
	Preamble.....	3
I	Recognition.....	4
II	Definitions.....	5
III	Policeman's Rights.....	7
IV	Bulletin Boards.....	10
V	Seniority.....	11
VI	Vacations.....	12
VII	Holidays.....	13
VIII	Leaves of Absence.....	15
IX	Clothing & Maintenance.....	20
X	Overtime.....	21
XI	Insurance.....	22
XII	Pension.....	23
XIII	Salaries.....	24
XIV	Grievance Procedure.....	26
XV	Actions Against Policemen.....	29
XVI	Management Rights.....	30
XVII	No-strike Pledge.....	31
XVIII	Extra Contract Agreements.....	32
XIX	Mutual Aid.....	33
XX	Retention of Benefits.....	34
XXI	Work Schedules.....	35
XXII	Agency Shop Provisions.....	38
XXIII	Separability & Savings.....	41
XXIV	Fully Bargained Provisions.....	42
XXV	Term and Renewal.....	43

This Agreement entered into this 7th day of August, 2002, by and between the Township of Lopatcong, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the “Township” and New Jersey Policeman’s Benevolent Association, Township of Lopatcong Local No.56, hereinafter called the “PBA” and represents the complete and final understanding on all bargain able issues between the Township and PBA.

**ARTICLE I**

**Recognition**

The Township hereby recognizes the PBA as the sole and exclusive collective negotiating unit for the full time Patrolman, Detectives, Sergeants, and Lieutenants, hereafter called "Policemen", of the Lopatcong Township Police Department, excluding the Chief of Police and all other employees of the Department. This Agreement shall govern all wages, rights and working conditions of the Lopatcong Police Department subject to Article XVIII "Management Rights" which are retained by the Township and subject to Civil Service Statutes, Rules and Regulations.

## ARTICLE II

### Definitions

EMPLOYEE:	A member of the formally recognized bargaining unit.
EMPLOYER:	The Township of Lopatcong represented by its Township Council or other designated employer representative.
GRIEVANCE:	A dispute over the Interpretation or Application of this Agreement.
OVERTIME:	Time worked by an Employee, when assigned to a forty (40) hour work week, with the express authorization of the Employer in excess of the regular daily work requirement of eight hours within a twenty-four (24) hour period from 07:00am until 07:00am of the following day and the normal forty (40) hour work week within a seven day period or, when assigned to an eighty-four (84) hour work period, in excess of the regular daily work requirement of twelve hours within a twenty-four (24) hour period from 07:00am until 07:00am of the following day in the normal eighty-four hour work period within a two consecutive week work rotation.
WORK WEEK:	From 7:00am on Sunday to 6:59 am on the following Sunday.
WORK PERIOD:	From 07:00am on Sunday until 06:59am on the second Sunday following.
EMERGENCY:	A sudden happening that needs attention right away (The replacement of an employee calling off sick, or one granted a personal or vacation day shall not constitute an emergency).
HOURS BETWEEN SHIFTS:	Sixteen (16) hours off or the Employee will be compensated at 1 1/2 pay per hour, when assigned to a forty hour work week, or twelve (12) hours off or the Employee will be compensated at 1 1/2 pay per hour, when assigned to an eighty-four hour work period.
PBA:	New Jersey State Policemen's Benevolent Association, Township of Lopatcong, Local No. 56.
PBA MEMBER:	A member of the New Jersey State PBA, Township of Lopatcong, Local No.56.
PROBATIONARY PERIOD:	One (1) year from the date an employee completes initial training per Civil Service.
REGULAR PAY RATE:	The Employee's annual bi-weekly or monthly pay rate exclusive of overtime pay or special allowances, based on a 2,080 hour work year.
SCHEDULED DUTY CHANGE:	A change in the normal work shift for which at least forty-eight (48) hours notice is given except in cases of emergency. The employee shall be compensated at time and one half when less notice is provided.
SCHEDULED DAYS OFF:	Two consecutive twenty-four (24) hour periods within the seven day work week, except in the case of emergency regarding a substantial reduction in manpower, the employee will be compensated with an additional fours hours pay for that week.

**SENIORITY:** Accumulated length of service within the Police Department computed from the Employee's last date of hire in accordance with Civil Service Rules and Regulations.

## Article III

### Policeman's Rights

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and disciplined, the following rules are hereby adopted:

1. The member shall be informed of the nature if the investigation before and interrogation commences. If the informant or complainant is anonymous then the officer shall be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the PBA.

2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest period as are reasonably necessary.

3. The interview of the member shall not be recorded unless mutually agreed.

4. If a member of the force is under arrest or is likely to be, that is, if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

5. Members covered herein shall only be disciplined for just cause.

6. A member who is the subject of a disciplinary investigation may not be required to file a supplemental report which deals with the subject matter of the investigation until after he has had reasonable opportunity to consult with his own attorney.

7. Members shall not be suspended or suffer any loss in benefits except in accordance with Civil Service Statutes, Rules and Regulations.

C. The parties hereby agree that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from so doing. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of the United States; that they shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Township, or in his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms, conditions of employment, or to refrain from engaging in any of the above cited activities.

D. The PBA agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other PBA activities on Township time which would interfere with the work program of the Employee.

E. One designated representative of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Police Chief, to be absent from duty and shall be in uniform and subject to call during negotiation sessions. The PBA shall inform the Township in writing of such representative and any changes in such representative.

F. When grievance sessions are mutually scheduled during work hours, the grievant and two (2) PBA representatives shall suffer no loss in pay if on duty.

G. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated Superior Officer or the Chief of Police is present at the time of inspection.

H. The PBA State Delegate shall be released for up to fifteen (15) days per year to attend the State PBA meetings without loss of pay. The Delegate shall be required to give at least forty-eight (48) hours advance notice to the Chief of Police or his designee as to the date and time of the scheduled meeting. The fifteen (15) days are exclusive of any other meetings mandated by State Statute. The PBA State Delegate, and/or Alternate, shall be given leave of absence, with pay, to attend the annual PBA convention as required by State Statute.

I. All promotions shall be made from within the ranks of the existing officers of the Department, whenever reasonable and practical, any Employee shall be eligible to take any test for any promotion provided same is within the Civil Service Rules and Regulations which state the Employee must be at the rank of Patrolman for three years to be eligible.

## **ARTICLE IV**

### **Bulletin Boards**

The Township shall permit the PBA reasonable use of bulletin boards for the posting of notices concerning PBA business and activities and matters dealing with welfare of employees. No matters of derogatory nature shall be included and all notices shall be of reasonable size.

## ARTICLE V

### Seniority

- A. Seniority, as defined in Article II, shall be uniformly applied to all Employees.
- B. Seniority shall be the determining criterion for personal assignments and transfers only when observation of performance, special ability, attitude, and desire are equal. The discretion of the Employer in assigning personnel shall not be based solely on seniority. Seniority as in accordance with Civil Service Rules and Regulations, shall be the determining criterion for lay off.
- C. Time spent on accumulated paid sick leave shall count toward an Employee's seniority.

## ARTICLE VI

### Vacations

A. Vacation days shall be congruent in days, not hours, whether working a forty (40) hour work week or an eighty-four hour work period. Employees shall be entitled to vacations based upon the length of time employed as hereafter provided:

1 year through 3 years of service	12 working days
4 years through 7 years of service	16 working days
8 years through 15 years of service	20 working days
16 years through 20 years of service	25 working days
21 years and over	30 working days

A. Unused vacation days may be accumulated up to one (1) year. Upon retirement, accumulated vacation days may be used prior to retirement.

B. The Chief of Police shall, as soon as practicable after the beginning of the calendar year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the Employer, resultant staffing requirements, Employee's seniority, and Employee's wishes in the following manner: A first round vacation request, not to exceed two (2) weeks, unless agreed to by the body of Employee's, submitted by January 30th of each year shall be determined by the Employee's seniority. A second round of vacation requests not to exceed two (2) weeks submitted by February 28th and a third round submitted by March 30th shall be determined in the same manner. All requests submitted after March 30th shall be determined on a first come first serve basis. It is understood that the security of the Township of Lopatcong is the prime consideration, and that vacation scheduled may be altered at the discretion of the Chief of Police to comport with exigencies that may from time to time arise.

C. An Employee, in lieu of Vacation Leave, may request in writing, through the Chief of Police, to be paid at his regular rate for unused accumulated vacation time, based on the Schedule in Section A.

## ARTICLE VII

### Holidays

A. Employees shall receive the following paid Holidays. The Holidays will be payable as fourteen days of regular pay, based on a twelve hour work day, which will be incorporated into each employees base salary.

New Years Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
General Election Day	
Veteran's Day	November 11th
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	December 25th

B. Any Employee who works on any of the above enumerated holidays shall be entitled, in addition to his regular salary, time and one-half for all hours worked. Officers shall qualify for Holiday Pay for time worked beginning at 0700 hours on the Holiday and ending at 0700 hours on the day immediately following the Holiday.

C. When called in after initial schedule is posted or distributed and the Employee is rescheduled to work a Holiday, the pay will be at double time.

D. In addition to the fourteen (14) paid Holidays, Employees shall also be compensated for any

additional holidays declared by the Mayor and/or the Township Council of the Township of Lopatcong, provided the Employee is scheduled to work during the twenty-four hour period designated as the holiday.

E. Each Employee shall also be entitled to four (4) personal days off of his own choosing each year, upon giving his immediate superior at least twenty-four (24) hours notice. Each Employee shall be paid at his regular rate for any unused personal days at the end of the work year. Personal days shall be eight hours for employees assigned to a forty hour work week and twelve hours for employees assigned an eighty-four hour work period.

F. An Employee working more than eight (8) hours on a Holiday shall be compensated at double time for that time which exceeds eight (8) hours while working a forty hour work week. An employee working more than twelve (12) hours on a Holiday shall be compensated at double time for that time which exceeds twelve (12) hours, while working an eighty-four hour work schedule.

G. Any Employee working overtime on a Holiday, such as an additional day of the normal work week or work period, to cover a shift for sickness, vacation or personal leave, shall be compensated at double time pay; provided however, the Employee must complete his normal work week without sick time to be eligible.

## ARTICLE VIII

### Leaves of Absence

#### A. Leave without Pay:

Any and all requests by an Employee for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of the Employee's request.

#### B. Sick Leave:

1. Sick leave is defined to mean absence from duty of the Employee because of illness or injury by reason of which such Employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such Employee. Member of the immediate family is interpreted as meaning parent, spouse, children, sister, brother, or grandparent. Sick leave shall not be interpreted as including an extended period where the Employee serves as nurse or housekeeper during a protracted illness of a family member.

2. Each Employee shall be entitled to fifteen (15) days sick leave per year earned at a rate of one and one quarter (1 1/4) days for each month of service. Unused sick days shall accumulate from year to year without limitation. Accumulated days prior to February 2003 shall be at eight (8) hours. Any Employee leaving the Department for any reason, retiring in good standing or leaving for disability, other than being terminated will be paid in full for all unused accumulated sick time, not to exceed 960 hours. Beginning with the 2002 salary rate, sick time payment shall be based upon the maximum hourly rate at the time the sick days were accumulated. The maximum days and rates shall be calculated from those accumulated during the Employee's final years of service.

#### 3. Reporting of Absence on Sick Leave:

a. If an Employee is absent from work for reason that entitled him to sick leave, the Chief of Police or designee shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Chief or his designee except in extenuating circumstances may be cause for denial

of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive work days shall constitute a resignation.

c. Employees are required to report "fit for duty" following sick leave whether or not they are scheduled for work following the illness. This will inform the Township of the Employee's availability in the event of emergency call-out.

4. Verification of Sick Leave:

a. An Employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require the Employee to submit evidence of medical treatment, if any, which the Employee had received during the illness. In the event the Township requires and other medical evidence, the Township may direct the Employee to the Township physician or any other physician and will pay for the cost of the examination.

(1). An Employee who has been absent on sick leave for periods totaling ten (10) days in any one (1) calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in the year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months. The Township may require that the Employee be examined by the Township physician or any other physician to provide the aforementioned certificate and the Township will pay for such examination.

(2) The Township may require proof of illness of an Employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before an Employee can return to work.

c. The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician chosen from a panel of physicians designated by the Township. Such examination shall establish whether the

Employee is capable of performing his normal duties and that his return to work will not jeopardize the health of other Employees.

C. Funeral Leave:

Employees covered by this Agreement shall suffer no loss of regular straight- time pay , not to exceed the number of consecutive days noted below, one (1) of which shall be the day of death or the day of the funeral of the family member. Employees shall receive the following schedule of leave in the event of a death in their family:

Death of Spouse or Child	5 working days
Parent	5 working days
Mother/Father-in-law	3 working days
Grandparent	3 working days
Brother/Sister	3 working days
Death of any other relative or in-law at the discretion of the Chief.....	3 working days

D. Light Duty: Any Employee suffering from medically certified illness, injury or disability requiring treatment of a licensed healthcare provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing alternative assignments.

1. Temporary Positions: Temporary light duty positions, when available are limited in number and variety, therefore;
  - a. Employees injured or otherwise disabled in the line of duty, shall be given preference in initial assignment to light duty; and
  - b. Assignments may be changed at any time, upon the approval of the treating physician, if deemed in the best interest of the Employee.

2. Conflicts with Law: This in no way affects the privileges of Employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

3. Rank / Classification: Assignment to temporary light duty shall not affect an Employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

4. Light Duty Position: No specific position within the department shall be designated or utilized exclusively for personnel on temporary light duty.

5. Duration of Assignments: Light duty assignments are strictly temporary and normally should not exceed three (3) months in duration. After three (3) months, personnel on temporary light duty who are not capable of returning to their original duty assignments shall:

- a. Present a request for extension of temporary light duty, with supporting documentation to the Chief of Police or his Designee, or
- b. Pursue other options as provided by employment provisions of the Department, federal or state law.

6. Outside Employment: Officers on temporary light duty are prohibited from engaging in off duty employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of the Department and that form the basis for their temporary light duty assignment.

7. Limitations: Depending upon the nature and extent of the disability, an officer on temporary light duty may be prohibited or restricted from departmental uniform, carrying of service weapon or otherwise limited in employing police powers as determined by the Chief of Police.

8. Refusal of Assignments: Employees will not refuse temporary light duty

assignments that are supported by and consistent with the recommendations of an attending physician or certified, health care provider, although they may protest assignments through established grievance procedure.

9. Temporary Light Duty Assignments:

a. Temporary light duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:

1. Administrative functions (e.g. report review, special projects, etc.)
2. Clerical functions (e.g. filing, data entry, inventory)
3. Training assignments

10. Pay Classification: Officers shall retain pay classification and related benefits of the position held prior to the assignment to temporary light duty.

11. Request for light duty assignment: Requests for temporary light duty assignments shall be submitted to the Chief of Police. Requests must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed either by the treating physician or the licensed health care provider. The certificate must include, assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment of familiarity with the light duty assignment and the fact that the Employee can physically assume the duties involved.

12. Physician's Statement: The request for temporary light duty and the physician's statement shall be forwarded to the Chief of Police. The Township may require the Employee to submit to an independent medical examination by a health care provider of the Township's choosing and expense. In the event the opinion of this second health care provider differs from the foregoing health care provider, the Employee may solicit a third opinion. The Employee and the Township shall cooperate and act in good faith on the selection of the third health care provider.

## **ARTICLE IX**

### **Clothing and Maintenance**

A. The Township will assign \$600.00 clothing allotment for each Employee to be used for clothing, maintenance, and items specified in Section B. The Township will assign \$300.00 clothing allotment for each newly hired Employee upon reaching Certification Rate.

B. Each Employee has sole discretion of the \$600.00 allotment under this Agreement, including the purchase of non-department issued equipment, authorized by the Chief of Police, and all ammunition for off duty weapons, authorized by the Chief of Police.

C. In addition to the clothing allotment provided for each Employee noted above, an aggregate of \$1,400.00, re-negotiable at any time during the contract term should the amount not be sufficient, will be made available for the Employee's covered under this Agreement for cleaning of uniforms for each calendar year.

D. If any part of the Employee's uniform is destroyed in the line of duty, it shall be the responsibility of the Township to replace same upon approval of the Police Commissioner. An Employee's personal effects which are destroyed in the line of duty will be replaced by the Township up to a maximum of one hundred-fifty (150) dollars per item. The aforementioned dollar limitation shall not apply to an Employee's personal wedding ring, eyeglasses or religious artifacts based upon reasonable appraisal and Council approval.

## ARTICLE X

### Overtime

A. All overtime as defined in Article II worked by Employees will be paid at the rate of one and one-half (1 1/2) times the Employee's usual hourly rate, based on a 2,080 hour work year, for all such hours worked, except as defined in Article VII, Sections C, F, and G.

B. An Employee required by subpoena to appear in court, other than during his regular scheduled work time concerning his duties with the Police Department, shall be guaranteed a minimum of two (2) hours pay at time and one-half his regular straight time rate.

C. All overtime pay will be paid on a bi-weekly basis, in a separate check, on the same schedule as the regular bi-weekly payroll.

D. For call-out situations involving a non-scheduled Employee, or scheduled Employee when call-out is not contiguous to the Employee's scheduled work day, said Employee will be guaranteed a minimum of two (2) hours pay at time and one-half his regular rate. If the Employee's work exceeds two hours, said Employee will be guaranteed four (4) hours pay at time and one-half his regular rate.

## ARTICLE XI

### Insurance

- A. The Township will maintain AmeriHealth Health and Life Insurance (PPO) Group Policy No. 81964N on the Employees during the term of this Contract. Officers changing from the Traditional plan to PPO will be guaranteed the difference in the plan deductibles, through the life of the contract. When necessary, an officer will be reimbursed by the Township, upon written request, at the time the expense is incurred.
- B. The Township will also maintain life insurance in the amount of Twenty Thousand (\$20,000) Dollars per Employee, the same to be convertible group term, so that any Employee upon leaving the police force shall have the right to maintain said insurance at the Employee's expense.
- C. Any Employee upon retiring from the police force shall have the right to remain in the Group Health Insurance Plan as defined under Section A, provided the Retiring Employee contributes 100% of his/her policy premium.
- D. The Township will maintain BlueCross/ BlueShield Dental Plan Coverage Policy No. 98040-00, on the Employees during the term of this Contract.
- E. The Township may, at its option, change insurance plans and/or carriers, or self-insure so long as substantially equivalent benefits are provided.
- F. The Township will reimburse any employee who wishes to get an annual eye examination, by a physician of his choice, in an amount not to exceed \$150.00 per year. The reimbursement may be applied to the office visit, testing, or toward the purchase of corrective lenses for employee or immediate family member of employee normally covered under employee's regular health care plan.

**ARTICLE XII**

**Pension**

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

## Article XIII

### Salaries

A. Salaries for Employees covered by this agreement shall be as follows:

	2005	2006	2007
Hiring rate	34,595.71	35,959.54	37,418.72
Certification Rate	37,485.33	38,984.74	40,544.13
Completion of 1 year	43,479.44	45,218.62	47,027.36
Completion of 2 years	47,903.27	49,819.40	51,812.18
Completion of 3 years	52,327.09	54,420.17	56,596.98
Completion of 4 years	58,428.20	60,765.33	63,195.94
Completion of 5 years	62,982.78	65,502.09	68,122.17
Any Employee with			
Detective Bureau assignment: \$1,750.00		1,750.00	1,750.00
"On-Call Only" Detective: \$333.00		333.00	333.00
Sergeant	67,469.02	70,167.78	72,974.49
Lieutenant	69,780.04	72,571.24	75,474.09

B. 1. Each Employee shall receive in addition to the salaries set forth herein, five dollars (\$5.00) per college credit for any degree held at time of hire, which will be incorporated into each Employees bas salary.

2. For continuing education after hire, the Employee shall be a matriculated student who maintains a "C" or better average in a Police Science or Criminal Justice program to receive additional college credit payment.

C. Longevity pay shall be paid at the rate of five hundred (\$500.00) dollars for every five years of service. Years of service shall be ascertained by the date of permanent Civil Service status. Longevity pay will be incorporated into each Employees base salary.

D. Any Employee required to use his personal vehicle in any capacity related to his employment (i.e., school, seminars, etc.) shall be reimbursed at the rate set by Federal Standards of the IRS base amount per

mile.

E. Employees shall be reimbursed for required meals while attending out of town functions (i.e., schools, seminars, etc.) approved by the Chief of Police according to the following schedule:

One Day- breakfast- \$5.50 lunch- \$6.50 dinner- \$7.50

Overnight- breakfast- \$7.00 lunch- \$10.00 dinner- \$15.00

F. The Senior officer of a shift when there is no Chief, Lieutenant, or Sergeant working will receive the hourly pay rate of Sergeant per hour, not to exceed the difference between 5th year Patrolman and Sergeant.

G. Employees assigned to special positions of responsibility of T.A.C. Officer, Firearms Instructor, PR-24 Instructor, D.A.R.E. Officer and Community Policing Officer shall receive an annual stipend of one hundred fifty (\$150.00) dollars which shall be included with their base salary.

## Article XIV

### Grievance Procedure

#### A. Purpose

The purpose of the procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote Employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

#### B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or application of the terms and conditions of this Agreement, and may be raised by any Employee, the P.B.A., or the Township.

2. The term "work days" shall herein mean calendar days unless the "final" day falls on Saturday, Sunday or Legal Holiday wherein the final day would be the next "public business day".

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in the entirety unless any step is waived by mutual consent of the parties.

##### Step One

An aggrieved Employee shall institute action under the provisions hereof within ten (10) days of the act being grieved by informally discussing the matter with his immediate superior, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate Superior shall render a decision within two (2) days after receipt of the grievance.

### Step Two

In the event the grievance is not settled by Step One, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the Agreement allegedly violated, and the remedy requested, signed by him, and filed with the Chief of Police, or other Employer designated representative, within seven (7) days following the determination made in Step One. The Chief of Police, or other Employer designated representative, shall render a decision in writing within seven (7) days from the receipt of the grievance,

### Step Three

In the event the grievance is not settled by Step Two, the within two (2) days following the determination of the Chief of Police or the Employer designated representative, the matter shall be filed with the Township Council who shall render the decision in writing within ten (10) days from the receipt of the grievance.

### Step Four

(a). In the event the grievance is not resolved by Step Three, then within the ten (10) days following the determination by the Township Council, the matter shall be submitted by the PBA and the Township to binding arbitration under the rules and regulations of the New Jersey Public Employment Relations Commission. Unless the parties agree otherwise, no more than one (1) substantive issue shall be presented to an arbitrator in any single case.

(b). However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c). The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any agreement supplement

thereto.

(d). The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties subject, however, to any applicable statutes and case law available to the parties.

(e). The cost for the services of the arbitration shall be borne equally by the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Time

The time limit set herein shall be strictly adhered to, and failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

E. Compensation

In the event a grievance involving a monetary award is upheld, the grievant will be financially compensated in accordance with the decision of the arbitrator in the next overtime check after the receipt of the arbitration award.

## **ARTICLE XV**

### **Actions Against Police Officers**

The Township shall provided full services as required by State Law where actions are brought against Police Officers. The Township will provide all Police Officers with false arrest insurance.

## ARTICLE XVI

### Management Rights

A. The Township of Lopatcong hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including but not without limiting the generality of the foregoing, the following rights:

1. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer Employees.
2. (a). To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.  
(b). In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et.seq. and N.J.S.A. 40A:1-1 et.seq. or any other federal or state laws.

**ARTICLE XVII**

**No-Strike Pledge**

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position), work stoppage or walkout which interferes with the normal operations of the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage or other job action interfering with normal operations of the Department, it is covenanted and agreed that participation in any such activity by any Employee covered by this Agreement shall be deemed grounds for discipline of such Employee or Employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The PBA will actively discourage any of its members, or persons acting in their behalf, from taking part in any strike, walkout or job action interfering with normal operation and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or inequity for injunction or damages or both in the event of such breach by the PBA, its members, or any person acting on its behalf.

## **ARTICLE XVIII**

### **Extra Contract Agreements**

The Township agrees not to enter into any other Agreement or contract with the Employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA agrees to any change in writing.

## **ARTICLE XIX**

### **Mutual Aid**

Employees while rendering aid to another community are fully covered by Workmen's Compensation, Liability Insurance and pensions as provided by State Law. This coverage shall apply to an Employee acting in the line of duty whether officially on-duty or off-duty. As long as he is upholding the oath of office, no Employee shall suffer any non-compensable loss should injury occur when acting in the line of duty at any time.

**ARTICLE XX**

**Retention of Benefits**

Those provisions of Municipal Ordinance which are applicable to Employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

## ARTICLE XXI

### Work Schedules

A. The authority to schedule work rests with the Employer exclusively. A normal work year shall consist of a number of hours equal to eight (8) times the number of days in the given year excluding Saturdays and Sundays (2080 hours per year). Employees shall accrue hours to fulfill the requirements of the normal work year in the following manner:

1. WORK SCHEDULE- A three (3) month work schedule to be published by the Chief or designee with input from the Employees in the Department.
2. REGULAR SCHEDULED DUTY- Actual hours spent on duty shall be credited to the fulfillment of the normal work year.
3. TRAINING- Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year.
4. HOLIDAY LEAVE- Twelve (12) hours per authorized Holiday
5. VACATION- Twelve (12) hours per authorized vacation day.
6. SICK LEAVE- Twelve (12) hours per authorized and used sick leave day.
7. FUNERAL LEAVE- Twelve (12) hours per authorized funeral leave day.

B. An officer working alone will be compensated at double time his hourly rate.

C. Two (2) regular police officers covered by this Agreement exclusive of the Chief of Police, shall be granted vacation leave from the work schedule on any given day of the calendar year, provided however, that there shall be sufficient existing and available manpower of police officers to function and operate the police Department. This provision anticipates at least (8) Employees within the Department, exclusive of the Police Chief, as well as the availability of reasonable overtime being utilized by the Police Chief in scheduling shifts.

Notwithstanding the above, the following four (4) days constituting an exception shall be scheduled as herein set forth, the four (4) days being December 24th, 25th, 31st and January 1st. On these specific dates, the police officers covered by this Agreement shall not request vacation or personal leave and the Chief of Police shall not grant vacation or personal leave so as to provide the Police Chief with full manpower strength with which to cover the work schedule and to grant the highest number of officers off from the work schedule on the

four (4) dates specified, as their regular scheduled days off.

On the four (4) days specified, the Police Chief will equitably divide the number of Employees covered by this Agreement into two (2) groups. The Employees in one group will be required to work on December 24th and 25th while the Employees in the second group will be given these two (2) consecutive days off as their regular scheduled days off for that period. The Chief will then schedule the personnel who were given off on December 24th and 25th, to work December 31st and January 1st, and schedule the personnel who worked December 24th and 25th, to be off on December 31st and January 1st, consecutively as their regular scheduled days off for that period. This altered schedule shall be in effect commencing on December 24, 1985 and will be rotated each year in a manner that will guarantee that each officer covered by this Agreement will receive either December 24 and 25, or December 31 and January 1 off from the work schedule, but will never be given off the same two (2) consecutive dates for more than one (1) year in a row.

The Employees covered by this Agreement realize that until such time as more personnel are added to the Department, the above arrangement may require the Police Chief to cover a twenty-four (24) hour schedule, which requires five (5) officers to cover as outlined in Section B of Article XXIII, with only four (4) officers. With it being impossible to cover the three eight (8) hour shifts of any given twenty-four hour day in

the manner described in Section B, Article XIII with four officers, the Employees covered by this Agreement voluntarily agree to allow the Police Chief to alter the work schedule on the four days specified and require any of the officers who are scheduled to work any of the four days specified, to work up to four hours overtime to be paid at the overtime rate applicable for the date worked in order to accomplish the aforementioned goal. The Police Chief shall however, first offer the vacancy as overtime to each officer who is scheduled off on the day in question, in order of seniority, to be paid at the overtime rate applicable for the date in question, and second, in the event that no off duty officer wishes to work, the Police Chief offers the vacancy to the officers who are required to work on a voluntary basis, in order of seniority, as overtime to be paid at the overtime rate applicable for the date in question. If after exhausting these two methods of covering the vacancy, the Police Chief still has no one who voluntarily agrees to cover the said vacancy, he may divide the vacancy as equally as possible

among the officers who are required to work.

If either the PBA or the Employer cannot agree on the altered schedule for these four (4) specific dates by September 15 of the given year, then the Committee of two (2) officers covered by this Agreement, the Chief of Police, and the Township Councilman in Charge of the Police Department shall meet to resolve the conflict.

D. Before any major change in the department work schedule is made, the Police Chief shall meet with and explain the change to the bargaining unit of the PBA. In any event, there shall be a three (3) day notice of any changes in the work schedule other than those caused by sickness or emergencies.

E. In determining the officer in charge for any specific shift, the Police Chief shall give due regard for the Police Officer's rank and seniority.

## **ARTICLE XXII**

### **Agency Shop Provision**

A. Purpose of Fee: If any Employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1st to the following December 31st) which is covered in whole or part by this Agreement, said Employee will be required to pay a representation fee to the PBA for that past year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the PBA as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification: Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township a list of those Employees who have not become members of the PBA for the then current membership year. The Township will deduct from the salaries of such Employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Township; or
- b. Twenty (20) days after the Employee begins his or her employment in a bargaining unit

position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position, or was on layoff, in which event the resumption of the employment in a bargaining unit position, whichever is the later.

3. Termination of Employment: If the Employee who is required to pay a representation fee terminates his or her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this article, the Township will deduct his unpaid portion of the fee from the last paycheck to said Employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes: The PBA will notify the Township in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all Employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such Employees.

D. The PBA agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any,

subject to refund in accordance with the provisions of N.J.S.A.34:13A-5.4, as amended. Such proceedings shall provide for an appeal by either the PBA or the Employee to the review board established for such purposes and in accordance with 34:13A-5.4, as amended.

E. The union shall indemnify and hold harmless the employer against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the employer based upon the request of the PBA for the purpose of complying with any of the provisions of this article.

## ARTICLE XXIII

### Separability and Savings

- A. The Township and the PBA agree to abide fully by the provisions of existing Presidential Orders and Legislation, and applicable future Presidential Orders and Legislation concerning wages and salaries. In the event any or all the salary increases and other economic benefits for the 2002 or beyond cannot legally be made effective for the above reasons, such increases shall be omitted or proportionately adjusted according to law.
- B. In the event that any provision of this Agreement shall, at any time be declared invalid by Legislative Acts or any Court of Competent Jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

## **ARTICLE XXIV**

### **Fully Bargained Provisions**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. Provisions in this Agreement contained in Article VI, Section A; and Article VII, Section B2, denoted within brackets [ ] anticipate at least nine (9) Employees, exclusive of the Chief, within the Department. Should the Employer choose to allow a reduction after January 1995, to less than nine Employees, exclusive of the Chief, without replacement, the provisions denoted in brackets [ ] shall be void.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE XXV

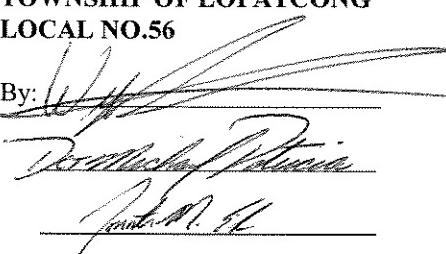
### Term and Renewal

This Agreement shall be in full force and effect retroactively as of January 01, 2005, and shall remain in effect up to and including December 31, 2007. This Agreement shall continue in full force and affect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. In the event such written notice is given and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Township of Lopatcong, County of Warren and State of New Jersey on this 28th day of September, 2005.

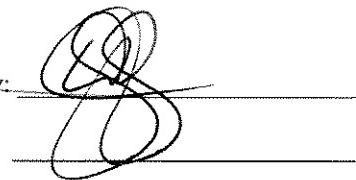
**POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY  
TOWNSHIP OF LOPATCONG  
LOCAL NO.56**

By:



**TOWNSHIP OF LOPATCONG  
WARREN COUNTY, NEW JERSEY**

By:



Attest:

